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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/594,322	06/15/2000	Antonio Nevarez	9049.00	8854

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BACKER, FIRMIN

ART UNIT	PAPER NUMBER
3621	

DATE MAILED: 06/03/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

<b>Office Action Summary</b>	<b>Application No.</b>	<b>Applicant(s)</b>
	09/594,322	NEVAREZ, ANTONIO
	<b>Examiner</b>	<b>Art Unit</b>
	Firmin Backer	3621

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

#### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

#### Status

- 1) Responsive to communication(s) filed on 08 April 2003.
- 2a) This action is **FINAL**.      2b) This action is non-final.
- 3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

#### Disposition of Claims

- 4) Claim(s) 1-26 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) Claim(s) \_\_\_\_\_ is/are allowed.
- 6) Claim(s) 1-26 is/are rejected.
- 7) Claim(s) \_\_\_\_\_ is/are objected to.
- 8) Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

#### Application Papers

- 9) The specification is objected to by the Examiner.
- 10) The drawing(s) filed on \_\_\_\_\_ is/are: a) accepted or b) objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) The proposed drawing correction filed on \_\_\_\_\_ is: a) approved b) disapproved by the Examiner.  
If approved, corrected drawings are required in reply to this Office action.
- 12) The oath or declaration is objected to by the Examiner.

#### Priority under 35 U.S.C. §§ 119 and 120

- 13) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) All b) Some \* c) None of:  
 1. Certified copies of the priority documents have been received.  
 2. Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
 3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- \* See the attached detailed Office action for a list of the certified copies not received.
- 14) Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).  
a) The translation of the foreign language provisional application has been received.
- 15) Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

#### Attachment(s)

- |   |   |
|---|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892)                                      | 4) <input type="checkbox"/> Interview Summary (PTO-413) Paper No(s). _____  |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)                  | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____.<br><br> | 6) <input type="checkbox"/> Other: _____                                    |

***Response to Request for Reconsideration***

This is in response to a request for reconsideration file April 8<sup>th</sup>, 2003. Claims 1-26 are being reconsidered in this action.

***Claim Rejections - 35 USC § 103***

1. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

2. Claims 1-26 are rejected under 35 U.S.C. 103(a) as being unpatentable over Vong (U.S. Patent No. 6,343,275) in view of Choy (U.S. Patent No. 6,141,754).

3. As per claim 1, 25 and 26, Wong teaches a method for use in improving profitability of one or more business entities (*see fig 1, column 2 lines 12-46, 4 lines 8-53*), comprising receiving business-related data from at least two business entities (*see column 4 lines 8-53*), storing at least some of the data from each of the business entities in a common database (*see column 6 lines 7-30*). Wong fails to teach an inventive concept that is in accordance with the terms of an agreement among the business entities, allowing at least one of the business entities to receive information gathered from the common database. However, Choy teaches inventive concept that is in accordance with the terms of an agreement among the business entities, allowing at least one of the business entities to receive information gathered from the common database (*see abstract, fig 1, 7 lines 5-67*). Therefore, it would have been obvious to one of ordinary skill in the

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art at the time the invention was made to modify Wong inventive concept to include Choy's inventive concept that is in accordance with the terms of an agreement among the business entities, allowing at least one of the business entities to receive information gathered from the common database because this would have protected information entity based on the protection specification and the access control manager, and checks whether the requested access meets conditions determined based on the protection specification and enforced by the enhanced access control manager.

4. As per claim 2, Wong teaches a method where allowing one of the business entities to receive information gathered from the common database includes gathering at least some of the information from data received from a business entity other than the one receiving the information (*see fig 1, column 2 lines 12-46, 4 lines 8-53*).

5. As per claim 3, Wong teaches a method where allowing one of the business entities to receive information gathered from the common database includes granting that business entity permission to gather the information directly from the common database (*see fig 1, column 2 lines 12-46, 4 lines 8-53*).

6. As per claim 4, Wong teaches a method where allowing one of the business entities to receive information gathered from the common database includes gathering the information on behalf of that business entity and then delivering the information to the business entity (*see fig 1, column 2 lines 12-46, 4 lines 8-53*).

7. As per claim 5, Wong teaches a method where storing data in the common database includes storing the data in a database maintained by an entity in the business of providing data warehousing services (*see column 4 lines 8-53*).

8. As per claim 6, Wong teaches a method further comprising granting unrestricted access to the common database only to a third party named in the agreement among the business entities (*see column 6 lines 7-30*).

9. As per claim 7-9, Wong teaches a method where storing data in the common database includes storing the data in a scalable data warehouse having a total capacity of at least approximately one terabyte to hundreds of terabytes (*see fig 1, column 2 lines 12-46, 4 lines 8-53*).

10. As per claim 10-13, Wong teaches a method where receiving business-related data includes receiving data that describes the customers, the products offered, business operations or a combination of consumer data, product data, and operations data (*see fig 1, column 2 lines 12-46, 4 lines 8-53*).

11. As per claim 14, Wong teaches a method where receiving business-related data includes occasionally receiving new data from the business entities (*see fig 1, column 2 lines 12-46, 4 lines 8-53*).

12. As per claim 15, 16, Wong teaches a method where receiving business-related data includes receiving data that is also stored in a private data warehouse maintained by one of the business entities and on behalf of one of the business entities under a data-warehouse services agreement (*see column 4 lines 8-53*).

13. As per claim 17, Wong teaches a method, further comprising negotiating the agreement among the business entities in the group (*see column 6 lines 7-30*).

14. As per claim 18, Wong teaches a method use in operating a consortium among a number of distinct business entities (*see fig 1, column 2 lines 12-46, 4 lines 8-53*), the method comprising collecting business-related data gathered by the business entities and delivering at least some of the extracted information to each of the business entities in the consortium (*see column 6 lines 7-30*). Wong fails to teach negotiating an agreement among the entities for pooling the collected data in a shared data warehouse, extracting information from the pooled data in accordance with terms of the negotiated agreement. However Choy teaches negotiating an agreement among the entities for pooling the collected data in a shared data warehouse, extracting information from the pooled data in accordance with terms of the negotiated agreement (*see col. 7 line 5-67*).

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Wong's inventive concept to include Choy negotiating an agreement among the entities for pooling the collected data in a shared data warehouse, extracting information from the pooled data in accordance with terms of the negotiated agreement because this would

have protected information entity based on the protection specification and the access control manager, and checks whether the requested access meets conditions determined based on the protection specification and enforced by the enhanced access control manager.

15. As per claim 19, 20, Wong teaches a method where collecting data includes pooling the data into a data warehousing system owned by a third party who does not contribute any of the pooled data but in the business of providing data warehousing services (*see fig 1, column 2 lines 12-46, 4 lines 8-53*).

16. As per claim 21-24, Wong teaches a method where negotiating the agreement includes drafting the agreement to include terms governing the types of data to be placed in the shared data warehouse, access to the shared data warehouse, the types of information that can be extracted from the shared data warehouse, providing for payment of money in exchange for services provided by a third party selected to maintain the shared data warehouse (*see fig 1, column 2 lines 12-46, 4 lines 8-53*).

#### ***Response to Arguments***

17. Applicant's arguments filed April 8<sup>th</sup>, 2003 have been fully considered but they are not persuasive.

a. Applicant argues the prior art fail to teach an inventive concept of at least two business entities storing business-related data in a common database and the according

with the terms of agreement allow at least one business entities to receive information gathered from the common database. Examiner respectfully disagrees with applicant's characterization of the prior arts (Wong and Choy)'s inventive concept. Wong teaches provides software that enables end-to-end, business-to-business Web commerce (Web business, or e-business) and that automates to the greatest degree possible, in a unified and synergistic fashion and using best proven business practices, the various aspects of running a successful and profitable business. Web business and business automation are both greatly facilitated using a computing model based on a single integrated database management system (DBMS) that is either Web-enabled or provided with a Web front-end. *A Web-enabled, client/server relational database management system (DBMS) is provided storing a database including files belonging to different business domains.* Furthermore, Wong teach ach user is accorded limited access privileges. An authority check is therefore performed to ensure that the users authorized to make the entry being attempted. Second, the entry is checked in accordance with business rules that embody best practice as determined from an analysis of expected parameters and how various values of those parameters affect possible outcomes downstream.

### ***Conclusion***

**THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO

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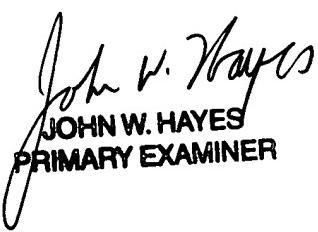
MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Firmin Backer whose telephone number is (703) 305-0624. The examiner can normally be reached on Mon-Thu 8:30-6:00.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, James Trammel can be reached on (703) 305-9768. The fax phone numbers for the organization where this application or proceeding is assigned are (703) 305-7687 for regular communications and (703) 305-7687 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is (703) 308-1113.

  
Firmin Backer  
May 30, 2003

  
JOHN W. HAYES

PRIMARY EXAMINER